

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LUIS SANCHEZ,

Plaintiff,

-vs-

CASE NO.:

RENTGROW, INC.,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, LUIS SANCHEZ, sues Defendant, RENTGROW, INC., and in support thereof respectfully alleges violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*

PRELIMINARY STATEMENT

1. The Consumer Financial Protection Bureau has noted, "experience indicates that [Credit Reporting Agencies] lack incentives and under-invest in accuracy" Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017).

JURISDICTION

2. Jurisdiction for this Court is conferred by 28 U.S.C. § 1331, as this action involves violations of the FCRA.

3. Venue is proper for this Court pursuant to 28 U.S.C. § 1391(b)(2).

4. Venue is proper in this District as Plaintiff is a natural person and a resident of Dallas County, Texas; the violations described in this complaint occurred in this District; and the Defendant transacts business within this district.

5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a (c).

6. Upon information and belief, RENTGROW, INC. (hereinafter “RentGrow”) is a corporation incorporated under the laws of the State of Massachusetts, authorized to do business in the State of Texas through its registered agent, Prentence-Hall Corporation System, Inc. located at 800 Brazos Street, Suite 750, Austin, TX 78701.

7. Upon information and belief, RentGrow is a “consumer reporting agency,” as defined in 15 USC § 1681(f). Upon information and belief, RentGrow is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

8. Upon information and belief, RentGrow disburses such consumer reports to third parties under contract for monetary compensation.

FACTUAL ALLEGATIONS

9. In May of 2019 Plaintiff applied for an apartment at Windsor CityLine Apartments (“Windsor”) in Richardson, TX.

10. As part of the application process, Windsor obtained a consumer report regarding Plaintiff from RentGrow (“the consumer report”).

11. The consumer report contained multiple inaccuracies regarding the Plaintiff.

12. First, the consumer report inaccurately reported a civil lawsuit regarding “forcible detainer” filed in Miami, FL against the Plaintiff.

13. The aforementioned lawsuit does not involve Plaintiff and should not be on his credit report.

14. Second, the consumer report contained an allegation that Plaintiff was convicted of a felony charge of aggravated assault with a deadly weapon in Texas in 2017.

15. Plaintiff has never been arrested on any charge, and was never charged with, or convicted of, aggravated assault with a deadly weapon.

16. Each of the aforementioned entries on the consumer report are inaccurate and do not belong to Plaintiff.

17. Unfortunately, Plaintiff’s application for Windsor apartments was denied based on Defendant’s inaccurate consumer report about Plaintiff.

18. This denial of housing caused Plaintiff to suffer both emotionally and financially.

19. The apartment Plaintiff sought to rent from Windsor was bigger, safer, and nicer than the apartment he ultimately ended up renting after he was denied by Windsor.

20. The apartment Plaintiff sought to rent from Windsor was closer to the train station and would have reduced Plaintiff’s daily commute as opposed to the apartment he ultimately ended up renting after he was denied by Windsor.

21. Plaintiff's friends and family became aware that Plaintiff's application to rent with Windsor apartments was denied, which caused Plaintiff to suffer from embarrassment and humiliation, as well as general harm to his personal reputation.

22. Plaintiff has suffered from worry, embarrassment, humiliation, frustration, anger, and stress as a result of the actions and/or inactions of the Defendant.

CAUSE OF ACTION

COUNT I

Violations of the Fair Credit Reporting Act as to RentGrow, Inc.

23. Plaintiff re-alleges and incorporates paragraphs one (1) through twenty-two (22) above as if fully set forth herein.

24. RentGrow, Inc. violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning the Plaintiff.

25. As a result of this conduct, action and inaction of RentGrow, Inc., the Plaintiff suffered damage by denial of housing as well as mental and emotional pain stemming from the anguish, humiliation, and embarrassment of credit denials.

26. RentGrow, Inc.'s conduct, action, and inaction was willful, rendering it liable for punitive damages in an amount to be determined by the Court pursuant to 15 USC § 1681n. In the alternative, it was negligent, entitling the Plaintiff to recover under 15 USC § 1681o.

27. The Plaintiff is entitled to recover costs and attorney's fees from RentGrow, Inc. in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

WHEREFORE, Plaintiff respectfully demands a trial by jury on all issues so triable and judgment against Defendant, RENTGROW, INC., for statutory damages, punitive damages, actual damages, costs, interest, attorney fees, enjoinder from further violations of these parts and any other such relief the Court may deem just and proper.

/s/ William W. Holtz

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